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COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

July 8, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE OF A NOTICE OF GRANT AWARD NO. 03-76025  
FROM THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES  
CHILDHOOD LEAD POISONING PREVENTION BRANCH  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee to accept Grant Award No. 03-76025 from the California Department of Health Services (CDHS) Childhood Lead Poisoning Prevention Branch (CLPPB) in the amount of \$2,017,943, for the period of February 1, 2004 through June 30, 2006, to implement a lead hazard reduction compliance and enforcement program within the County, 100% offset by CDHS funding
2. Delegate authority to the Director of Health Services, or his designee, to sign amendments substantially similar to the CLPPB Grant Award with CDHS that do not increase or decrease the base award by more than 25% for Fiscal Year (FY) 2003-04, FY 04-05, and FY 05-06, subject to review and approval by County Counsel, and notification to Board offices.
3. Authorize the Department of Health Services to fill the following four positions, one Environment Health Specialist IV and three Environmental Health Specialist III (detailed information in Attachment B), in excess of that which is provided in the Department's staffing ordinance, pursuant to Section 6.06.020 of the County Code, pending allocation by the Department of Human Resources.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving this action, the Board is accepting funding from the CDHS CLPPB to develop and implement a local infrastructure and framework for a Lead Hazard Reduction Compliance and Enforcement Program (Lead Program). The Lead Program will provide lead certification training to local compliance enforcement agencies and to the public, and will conduct lead hazard reduction compliance and enforcement activities in Los Angeles County. Approval of the positions filled under this action will provide for the additional staff necessary to accomplish the program objectives of training, lead hazard identification, and compliance enforcement.

FISCAL IMPACT/FINANCING:

The total Lead Program cost is \$2,017,943 for the period of February 1, 2004 through June 30, 2006, which consists of \$677,492 for FY 2003-04, \$665,452 for FY 2004-005 and \$674,999 for FY 2005-06, 100% offset by CDHS funds.

Funding will be included during the Supplemental Changes Phase of the FY 2004-05 Budget process. There are no additional net County costs associated with this action. Funding will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In response to the needs of children experiencing lead exposure, the Department established the Childhood Lead Poisoning Prevention Program (CLPPP) in 1991. The Board has accepted funding in support of the CLPPP from various grantors for a number of years.

The Lead Program grant will be administered by the Environmental Health Childhood Lead Poisoning Prevention Program staff to train and certify Environmental Health Specialists that inspect housing in the Los Angeles County. One building or housing official from each of the contract cities in Los Angeles will also be trained and certified as inspectors and assessors for lead hazards. The staff will also provide environmental investigative services for children with blood lead levels between 10 to 14 micograms per deciliter of blood who do not meet the current state definition of a lead poisoned child, but who are nevertheless lead burdened. The Federal Centers for Disease Prevention and Control has found significant adverse health effects in children with blood levels below 10 micrograms per deciliter of blood. Correction of lead hazards in the environments of these children will have significant positive effects for their health. When lead hazards are identified and compliance with corrective orders do not occur, the staff will work closely with the District and various City Attorney Offices to gain compliance through enforcement action.

On November 14, 2003, the Department's CLPPP submitted a grant application to CLPPB for a Lead Program.

On March 15, 2004, CLPPP was notified by CDHS CLPPB of an award for \$2,017,943 for the Lead Program.

The Honorable Board of Supervisors  
July 8, 2004  
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The approved grant award will allow the Department to develop and implement a local infrastructure and framework for a Lead Program which will provide lead certification training to local compliance enforcement agencies and to the public, and will conduct lead hazard reduction compliance and enforcement activities in the County.

Exhibit I has been reviewed and approved as to form by County Counsel.

Attachments A and B provide additional information. Attachment C is the Grant Management Statement form which the Board instructed all County departments to include in all Board Letters for grants exceeding \$100,000.

CONTRACTING PROCESS:

It is not appropriate to advertise CDHS grants on the Los Angeles County Online Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Acceptance of the Lead Program will provide lead certification training to local compliance enforcement agencies and to the public, and will conduct lead hazard reduction compliance and enforcement activities in Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:rm

Attachments (4)

c: Chief Administrator Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLETCD3489.RM

SUMMARY OF GRANT AWARDS

1. TYPE OF SERVICE:

The Lead Hazard Reduction Compliance and Enforcement Program (Lead Program), will provide lead hazard reduction compliance and enforcement activities within Los Angeles County.

2. AGENCY ADDRESS AND CONTACT PERSON:

California State Department of Health Services  
Childhood Lead Poisoning Prevention Branch,  
1515 Clay Street, Suite 1801  
Oakland, CA 94612  
Attention: Valerie Charlton, N.D., M.P.H., Chief  
Telephone: (510) 622-5000  
Fax: (510) 622-5002  
E-mail: [www.dhs.ca.gov/childlead](http://www.dhs.ca.gov/childlead)

3. TERM:

The Notice of Grant Award for the Lead Program is for the period of February 1, 2004 through June 30, 2006.

4. FINANCIAL INFORMATION:

The total Program cost is \$2,017,943, for the period of February 1, 2004 through June 30, 2006, which consists of \$677,492 for Fiscal Year (FY) 2003-04, \$665,452 for FY 2004-005 and \$674,999 for FY 2005-06, 100% offset by State California Department of Health Services Childhood Lead Poisoning Prevention Branch funds.

Funding will be included during the Supplemental Changes Phase of the FY 2004-05 Budget process. There are no additional net County costs associated with this action. Funding will be requested in future fiscal years.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR PROGRAM MONITORING AND EVALUATION:

Jonathan E. Fielding, M.D., M.P.H.

7. APPROVALS:

Public Health: John F. Schunhoff, Chief of Operations

Contracts Administration: Irene E. Riley, Director

County Counsel (approval as to form): Kelly M. Auerbach Hassel, Deputy County Counsel

**Los Angeles County Chief Administrative Office**  
**Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services - Public Health

Grant Project Title and Description

Lead Hazard Reduction Compliance and Enforcement Program

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State - CDHS	Grant No. 03-7605	ASAP

Total Amount of Grant Funding:

County Match Requirements

Grant Period: Fys 2003-06      Begin Date: February 1, 2004      End Date: June 30, 2006

Number of Personnel Hired Under this Grant: 34      Full Time 34      Part Time

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant funded program? Yes X No       

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No       

Is the County obligated to continue this program after the grant expires Yes        No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes        No X

b). Identify other revenue sources Yes        No X

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes X No       

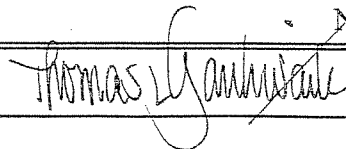
Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above

N/A

Department Head Signature



Date

7/8/2004

STATEMENT OF DUTIES AND JUSTIFICATION FOR NEW AND ADDITIONAL POSITIONS

Department: Health Services Duty Statement Reference No. \_\_\_\_\_  
 Number of Position(s) Requested: 1 Title Requested: EHS  
IV  
 Item No. 5673 Sub No. : N

Allocation of an additional position to: Existing Class X New Class \_\_\_\_\_

Number of Vacant Positions in this Classification: 0

**Allocation of a transferred position:**

Transferred from: Not applicable Transferred to: Not  
applicable  
 Bureau -or- Branch/Div/Section/Unit Bureau -or- Branch/Div/Section/Unit

**Organizational Assignment:** (Attach organization chart(s))

Bureau/Branch: Consumer Protection  
 Division: Environmental Health  
 Section/Unit: Lead Hazard Reduction Compliance and Enforcement Program  
 Title of Immediate Supervisor: Environmental Health Services Manager

**The additional position(s) is/are needed to:**

Respond to 2002 amendments to the California Civil Code (1941.1) and the Health and Safety Code (17920.10, 17961, 17980, and 105251-105257 inclusive) to develop and implement a local infrastructure and framework for a Lead Hazard Reduction Compliance and Enforcement Program that will ensure lead safe work practices in construction, demolition, remodeling, and maintenance of buildings.

**Proposed Duties (List in order of importance):****Percent of Time**

(Do not copy the duties from the class specification)

1. Develop and implement a local infrastructure and framework for a Lead Hazard Reduction Compliance and Enforcement Program throughout Los Angeles County in coordination with Housing agencies, Building and Safety departments, and City and District Attorney offices.  
40%
2. Identify training needs and supervise training to members participating in the local compliance and enforcement agency partnerships.  
25%
3. Supervise lead hazard reduction compliance and enforcement activities including complaint investigations, hazard analysis, hazard notification, hazard remediation monitoring, and enforcement proceedings.  
20%
4. Provide semi-annual and annual progress reports to the California DHS-CLPPB  
15%

100%

**Justification:**

(Please consider following questions: What necessitated this request? What alternatives were evaluated prior to submitting a request for additional staffing? What are the implications to your department if the request is not approved?)

This request was necessitated by a grant proposal from the California Department of Health Services (DHS) Childhood Lead Poisoning Prevention Branch (CLPPB) to respond to the 2002 amendments to the California Civil Code and Health and Safety Code to develop and implement a local framework and infrastructure for a Lead Hazard Reduction Compliance and Enforcement Program (LHRC&EP). The LHRC&EP will perform additional duties as required by the amended California codes that could not be performed by existing staff without detracting from the current duties of the existing staff. Without the additional staff requested the current Childhood Lead Poisoning Prevention Program (CLPPP) staff would have to scale back the amount of lead poisoning investigations and management currently provided to incorporate the training and enforcement activities of the LHRC&EP grant. This would result in a lower standard of care and intervention for the lead poisoned children of Los Angeles County.

**STATEMENT OF DUTIES AND JUSTIFICATION FOR NEW AND ADDITIONAL POSITIONS**

Department: Health Services Duty Statement Reference No. \_\_\_\_\_  
Number of Position(s) Requested: 3 Title Requested: EHS III  
Item No. 5672 Sub No. : N

Allocation of an additional position to: Existing Class X New Class \_\_\_\_\_

Number of Vacant Positions in this Classification: 0

Allocation of a transferred position:

Transferred from: Not applicable Transferred to: Not applicable  
\_\_\_\_\_  
Bureau -or- Branch/Div/Section/Unit Bureau -or- Branch/Div/Section/Unit

**Organizational Assignment:** (Attach organization chart(s))

Bureau/Branch: Consumer Protection  
Division: Environmental Health  
Section/Unit: Lead Hazard Reduction Compliance and Enforcement Program  
Title of Immediate Supervisor: Environmental Health Specialist IV

**The additional position(s) is/are needed to:** \_\_\_\_\_  
Respond to 2002 amendments to the California Civil Code (1941.1) and the Health and Safety Code (17920.10, 17961, 17980, and 105251-105257 inclusive) to develop and implement a local infrastructure and framework for a Lead Hazard Reduction Compliance and Enforcement Program that will ensure lead safe work practices in construction, demolition, remodeling, and maintenance of buildings.

**Proposed Duties (List in order of importance):**

**Percent of Time**

(Do not copy the duties from the class specification)

1. Investigate complaints of unsafe work practices on buildings that may create lead hazards including: collection and analysis of environmental samples of paint, soil and dust; issuance of Stop Work Orders, Notices of Violation, Complaint Investigation Reports and Office Hearing Notices; calibration, transportation, storage, and safe use of the X-ray fluorescent analyzer; lead hazard remediation monitoring and clearance testing, work plan review and approval, consultation and education of the public in regard to lead safe work practices. 50%
2. Participate in providing Lead in Construction Certification training to Los Angeles County Department of Health Services Environmental Health Specialists, inspection staff of local Housing Agencies, and inspection staff of local Building and Safety departments. 30%
3. Prepare cases for court and participate in the presentation of case by providing testimony as an expert witness, follow-up on cases after adjudication to ensure compliance with court orders. 20%



100%

**Justification:**

(Please consider following questions: What necessitated this request? What alternatives were evaluated prior to submitting a request for additional staffing? What are the implications to your department if the request is not approved?)

This request was necessitated by a grant proposal from the California Department of Health Services (DHS) Childhood Lead Poisoning Prevention Branch (CLPPB) to respond to the 2002 amendments to the California Civil Code and Health and Safety Code to develop and implement a local framework and infrastructure for a Lead Hazard Reduction Compliance and Enforcement Program (LHRC&EP). The LHRC&EP will perform additional duties as required by the amended California codes that could not be performed by existing staff without detracting from the current duties of the existing staff. Without the additional staff requested the current Childhood Lead Poisoning Prevention Program (CLPPP) staff would have to scale back the amount of lead poisoning investigations and management currently provided to incorporate the training and enforcement activities of the LHRC&EP grant. This would result in a lower standard of care and intervention for the lead poisoned children of Los Angeles County.

County/City: County of Los Angeles  
 Contract No.: 0  
 Federal ID: 95-6000-927W

Personnel Supplement  
 LHRC&EP Budget Detail Worksheet  
 Fiscal Year 2004-2005

Preparer's Name: John Kaddis  
 Preparer's Phone No.: (323) 869-712  
 Date Prepared/Revised: December 13, 2003

Expense Category	Annual Salary	Contract Budget	
		% of FTE	Amount
<b>Personnel (with benefits)</b>			(Do Not Enter)
1 LHRC&EP Coordinator	\$62,897.00	100.00%	62,897
2 Environmental Health Specialist III	\$59,724.00	100.00%	59,724
3 Environmental Health Specialist III	\$59,724.00	100.00%	59,724
4 Environmental Health Specialist III	\$59,724.00	100.00%	59,724
5			0
6			0
7			0
8			0
9			0
10			0
11		0.00%	0
12		0.00%	0
13		0.00%	0
14		0.00%	0
15		0.00%	0
16		0.00%	0
17		0.00%	0
18			0
19		0.00%	0
20 Subtotal Personnel with benefits			242,069
<b>Personnel (no benefits)</b>			0
21			
22		0.00%	0
23		0.00%	0
24		0.00%	0
25 Subtotal Personnel (no benefits)		0.00%	0
<b>Salaries and Wages</b>			\$ 242,069

Note: Totals will transfer automatically to LHRC&EP Budget Detail Worksheet

REGISTRATION NUMBER

AGREEMENT NUMBER

03-76025

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

Los Angeles County

2. The term of this Agreement is: February 1, 2004 through June 30, 2006

3. The maximum amount of this Agreement is: \$ 2,017,943  
Two Million Seventeen Thousand Nine Hundred Forty-Three Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A, Attachment I – Work Plan	13 pages
Exhibit A, Attachment II – Required Elements of a Lead Hazard Reduction Enforcement Response	1 page
Exhibit A, Attachment III – Abatement Inspection Checklist	4 pages
Exhibit A, Attachment IV – Abatement of Lead Hazards Notification	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment I – Budget (Year 2)	1 page
Exhibit B, Attachment I – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	GTC 103
Exhibit D(S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Thomas L. Garthwaite, M.D., Director and Chief Medical Officer

ADDRESS

Attn: John Kaddis

5555 Ferguson Drive, Room 210-02, Commerce, CA 90023

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Health Services

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Edward Stahlberg, Chief, Program Support Branch

ADDRESS

1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413  
Sacramento, CA 95899-7413

California Department of  
General Services Use Only

☐ Exempt per:

**Exhibit A**  
**Scope of Work**

1. Contractor agrees to provide to the Department of Health Services (DHS) the services described herein.

The Los Angeles County will develop and implement a local infrastructure and framework for a successful Lead Hazard Reduction Compliance and Enforcement Program throughout the local jurisdiction, implement a plan to identify training needs and provide training to members of participating local compliance enforcement agency partnership and to the public, and conduct lead hazard reduction compliance and enforcement activities.

2. The services shall be performed at applicable facilities in Los Angeles County.
3. The services shall be provided during normal Contractor working hours, Monday through Friday, excluding official holidays.
4. The project representatives during the term of this agreement will be:

<b>Department of Health Services</b> Doug Wisman Telephone: (510) 622-4944 Fax: (510) 622-5002 Email: dwisman@dhs.ca.gov	<b>Contractor</b> John Kaddis Los Angeles County Telephone: (323) 869-7182 Fax: (323) 890-8783
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Direct all inquiries to:

<b>Department of Health Services</b> Lead Hazard Reduction Section Childhood Lead Poisoning Prevention Branch Attention: Doug Wisman 1515 Clay Street, Suite 1801 Oakland, CA 94612  Telephone: (510) 622-5000 (reception desk) Fax: (510) 622-5002	<b>Contractor</b> Los Angeles County Attention: John Kaddis 5555 Ferguson Drive, Room 210-02 Commerce, CA 90023  Telephone: (323) 869-7182 Fax: (323) 890-8733
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Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. **Allowable Informal Scope of Work Changes**

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.

**Exhibit A**  
Scope of Work

- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.
  - E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.
6. See the following pages for a detailed description of the services to be performed.

Exhibit A, Attachment I  
Work Plan

Goal: A program to protect children from the risk of exposure to residential and environmental lead hazards shall be implemented throughout California.

Objective 1: In response to 2002 amendments to the Civil Code (1941.1) and the Health and Safety Code (17920.10, 17961, 17980, and 105251-105257) develop and implement a local infrastructure and framework for a successful Lead Hazard Reduction Compliance and Enforcement Program (LHRC&EP) throughout the local jurisdiction.

Note: All references to "days" refer to calendar days.

TASK 1

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
1.A Designate an existing local agency to coordinate the Local Lead Hazard Reduction Compliance and Enforcement Program (LHRC&EP) throughout the jurisdiction, provide leadership, promote interagency coordination among participating agencies within the local jurisdiction. If the local agency coordinating the LHRC&EP is not the local Childhood Lead Poisoning Prevention Program (CLPPP), the applicant will need to assure and demonstrate close, effective coordination with the CLPPP.	At application		The County of Los Angeles Environmental Health Division will serve as the LHRC&EP. A letter of support from the County of Los Angeles' Childhood Lead Poisoning Prevention Program (CLPPP) Coordinator was provided in the RFA.
1.B Identify a position and individual working within the LHREA to serve as the LHRC&EP Coordinator for integrated local enforcement and compliance activities. It is preferred that this	At application	Environmental Health Specialist (EHS) IV	The provisional LHRC&EP Coordinator will be John Kaddis, Environmental Health Specialist IV, who is DHS Inspector/Assessor Certified and who is currently assigned to the Environmental Health side of the CLPPP.

Exhibit A, Attachment I  
Work Plan

Los Angeles County  
03-76025

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
individual is, or will become, DHS Inspector/Assessor Certified and is either a Registered Environmental Health Specialist or Certified Industrial Hygienist. The individual in this position must understand local enforcement issues and will be responsible for coordinating with local agency lead hazard enforcement leadpersons, ensuring that the contract deliverables are met, and acting as the primary contact person for coordination with DHS.			
<p>1.C Develop and implement a plan for effective conducting Task 3.A-3.D throughout the jurisdiction.</p> <p>(1) Identify potential barriers to effective interagency lead hazard reduction enforcement and compliance and explain how the LHRC&amp;EP will overcome these barriers.</p> <p>Barrier 1:</p> <p>Environmental Health (EH) district and specifically program housing inspectors are currently not DHS Inspector/Assessor certified. Foreseeing an increase in the identification of lead hazards in pre-1978</p>	At application	EHS IV EHS III	<p>Barrier 1: Lack of DHS Inspector/Assessor Certification for inspectors in EH's Countywide Housing programs.</p> <p>Plan: Budget for DHS lead certification training and examination for the 160 inspectors and supervisors.</p> <p>Benchmark with timeline: Have all EH housing inspectors become DHS Inspector/Assessor certified by June 30, 2004.</p> <p>Barrier 2: Lack of DHS Lead certification in the Housing and Building &amp; Safety Departments of incorporated cities in Los Angeles County.</p> <p>Plan: Budget for DHS lead certification training</p>

Exhibit A, Attachment I  
Work Plan

Los Angeles County  
03-76025

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>housing as a result of SB 460, EH proposes DHS Lead certification of all its housing inspectors to assist CLPPP inspectors and to address lead hazards in housing where a potential for the lead-poisoning of children exists. The LHRC&amp;EP Coordinator will work with the EH Service Manager of District Environmental Services (DES) Countywide Housing and the bureau directors and/or specialty program housing chiefs to provide DHS Inspector/Assessor Certification to the 160 housing inspectors and supervisors.</p> <p>Barrier 2:</p> <p>Housing and Building and Safety departments are natural partners for LHRC&amp;EP, but have, in the past, had an aversion to lead issues. Recently, a local grant funded by the Centers for Disease Control (CDC) has started to overcome past barriers and has provided lead awareness training to Los Angeles City Housing Dept. (LACHD) inspectors, and is involved in a Pilot Project to respond to complaints of unsafe work practices and to act as expert witnesses for LACHD in court. The CDC Program has also made</p>			<p>and examination for approximately 100 inspectors of Housing, and Building &amp; Safety departments in the incorporated cities.</p> <p>Benchmark with timeline: Have at least one qualified staff member in the Housing or Building &amp; Safety Department interested incorporated cities become DHS Inspector/Assessor certified by June 30, 2004.</p> <p>Barrier 3: Unwilling on the part of City and County Attorney Offices (CCAO) to take Lead Hazard cases to trial due to perceived weaknesses in lead hazard laws and regulations.</p> <p>Plan: Educate CCAOs on changes to laws and regulations brought about by SB 460 and encourage court action as needed for enforcement/compliance.</p> <p>Benchmark with timeline: Have at least one lead hazard case filed by June 30, 2004.</p>



Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>contact with several building and safety agencies to promote SB 460 awareness. The LHRC&amp;EP Coordinator will work with the CDC Coordinator to continue and to expand these efforts throughout the County of Los Angeles. In addition to EH housing inspectors, the LHRC&amp;EP Coordinator will include approximately 100 staff in the Building &amp; Safety and/or Housing Departments of the 85 contract cities for DHS Inspector/Assessor Certification.</p> <p>Barrier 3:</p> <p>City and District Attorney Offices have also been reluctant to take lead hazard cases to trial. Collaboration with the attorney offices will need to be established and encouraged to file court cases and produce the desired outcomes in the subsequent court proceedings.</p>			
<p>(2) Describe and implement organizational structure for overcoming barriers Task 1.C(1) and conducting Task 3.A-3.D throughout the local jurisdiction. As appropriate, identify participating city and county enforcement agency partners (i.e., city and/or county building departments,</p>	<p>Within 60 days of contract start date</p> <p>Within 120 days of</p>		<p>Provide list of local enforcement agencies; submit plan for obtaining interagency cooperation, as appropriate, and implementing local enforcement activities.</p> <p>Provide letters of commitment from each partnering agency. Describe roles and responsibilities of each agency and provide the</p>

Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
housing departments, environmental health agencies, health departments, childhood lead poisoning prevention programs, district and city attorneys, and others). Describe compliance and the enforcement roles, responsibilities and activities for each cooperating agency.	contract start date		name of an individual in each agency who will serve as the agency's liaison for lead hazard compliance and enforcement activities.  Where cooperation has not been achieved, explain the circumstances, identify strategies (and timeline) for overcoming barriers, and how describe enforcement within the non-participating local jurisdiction will be accomplished.  If these timelines are not possible in you jurisdiction, explain the barriers and propose appropriate timelines for each deliverable.
(3) Develop and implement a written enforcement response policy (ERP), including all elements listed in Exhibit A, Attachment II.	Within 240 days of contract start date		Submit written Enforcement Response Policy to DHS.

Objective 2: Develop and implement a plan to identify training needs and provide training to members of participating local compliance enforcement agency partnership, as described in Task 1.C, and to the public.

Note: All references to "days" refer to calendar days.

TASK 2

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
2.A Identify and train all personnel in local	Within 30		Obtain Inspector/Assessor training (if necessary)

Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>enforcement agencies who will need to become DHS Inspector/Assessor so that they may begin identifying lead hazards and conduct lead-hazard reduction enforcement-related activities in response to elevated blood lead levels and children at risk.</p> <p>(1) Train and certify LHRC&amp;EP Coordinator, as appropriate.</p> <p>(2) Develop and implement training and certification plan for Inspector/Assessors and for Sampling Technicians (as this discipline becomes available). Identify key individuals and agencies and the kinds of training appropriate to roles and responsibilities. Provide benchmarks and target completion dates.</p>	<p>days of contract start date</p> <p>Within 60 days of contract start date</p>		<p>for the LHRC&amp;EP Coordinator.</p> <p>Obtain Inspector/Assessor certification (if necessary) for the LHRC&amp;EP Coordinator.</p> <p>Submit reports to the Department as described in Task 4.</p> <p>Provide plan for training and certification, as appropriate, among partnering agencies and the public to include, at a minimum, proposed dates for Inspector/Assessor training and certification of key individuals that will be conducting enforcement activities in response to unsafe work practice complaints or housing complaints regarding existing lead hazards (Sections 1.5-3, 8, and 9 of SB 460) and to Task 3.A-3.D, below. The Department expects Sampling Technician training and certification to become available by FY 2004-2005. A plan for training and certification of Sampling Technicians should be included for FY 2004-2005 and beyond.</p> <p>Using DHS-Accredited Lead-Related Construction (LRC) Training Providers, provide Inspector/Assessor training as described in training plan. Individuals receiving Inspector/Assessor training must be qualified to</p>
	Within 90 days of contract start date		

Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
(3) Support DHS Inspector/Assessor Certification: Following the timelines, support certification of individuals who are trained under Task 2.A(2), by providing funding for DHS Inspector/Assessor Certification examination and initial certification application fees, and renewal.	Within 90 days of contract start date		obtain DHS Inspector/Assessor Certification. The Branch anticipates that there will be no education and experience requirements for Sampling Technicians.  Submit reports to the Department as described in Task 4.
(4) Expand the number of individuals who are DHS-Inspector/Assessor trained and certified as needed. In coordination with participating compliance enforcement agencies, identify, train, and obtain certification of additional individuals within each participating agency who will be conducting compliance and enforcement activities.	Ongoing		Throughout the term of the contract, assess training and certification needs and provide resources as appropriate.  Submit reports to the Department as described in Task 4.
2.B Develop and implement a lead hazard enforcement and visual assessment training program for supporting agencies and functions, to include interagency	Within 60 days of contract start date		Identify key individuals and agencies and the kinds of training appropriate to roles and responsibilities.

Exhibit A, Attachment I  
Work Plan

Los Angeles County  
03-76025

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
referral and reporting procedures. Provide benchmarks and target completion dates.	Within 120 days of contract start date		Begin training and supporting personnel.  Report on activities as described in Task 4.
2.C. To assure the public is aware of lead hazards and local agency response capabilities, conduct outreach and awareness training to the public. Provide benchmarks and target completion dates.	Within 240 days of contract start date  Ongoing		Identify targets and provide a plan for designing and conducting outreach and training to the public.  Conduct outreach and training.  Submit reports to the Department as described in Task 4.

Objective 3: Conduct lead hazard reduction compliance and enforcement activities.

Note: All references to "days" refer to calendar days.

TASK 3

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
3.A. Assure that sources of exposure to lead in paint, soil, and dust are removed from	At application	EHS III	Provide an estimate of the number of cases that are expected to require extended enforcement

Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>the environments of children with elevated blood lead levels who meet the Department's criteria for public health case management, whenever voluntary compliance is not achieved.</p>	<p>Ongoing</p>		<p>actions and the proportion of all Task 3 enforcements actions that will be conducted under Task 3.A.</p> <p>The CLPP Program issued 125 Notices of Violation last year, and currently has 15 cases that are candidates for extended enforcement action (beyond the Administrative Office Hearing stage). 17 Administrative Office Hearings were held last year and the program receives about 50 complaints of unsafe work practices per year. With the increased enforcement and increased complaint response, it is anticipated that the program will continue to have at least 15 cases per year that will require extended enforcement action beyond the administrative office hearing stage. The EHS staff will assure continued enforcement of lead hazard violations, along with the referrals of unsafe work practices and the necessary follow-up activities.</p> <p>In close cooperation with the CLPPP: Using ERP procedures developed under Objective 1 (above), achieve elimination of lead hazards from the environments of lead poisoned children.</p> <p>Submit reports to the Department as described in Task 4.</p>

Exhibit A, Attachment I  
Work Plan

Los Angeles County  
03-76025

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
3.B As resources allow, assure that sources of exposure to lead in paint, soil, and dust are removed from the environments of children with elevated blood lead levels who do not meet the Department's criteria for public health nursing case management.	At application	EHS III	Estimated cases: 200  The Los Angeles CLPP Program currently receives about 400 EBL reports that are 1-14 ug/dL and which do not meet the criteria for case management. These cases will be provided with environmental investigations based on risk assessment and then follow-up with enforcement as needed to assure remediation.  In close cooperation with the CLPPP, investigate sources of lead exposure for children who do not meet the criteria for public health nursing case management.  Submit reports to the Department as described in Task 4.
	Ongoing		

Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
3.C Maintain or implement a program to reduce the opportunity for re-exposure to environmental lead hazards where children have been lead poisoned by investigating tips and complaints about environmental lead hazards where children have been exposed in the past, including unsafe work practices, and responding as necessary with appropriate enforcement actions.	At application	EHS IV EHS III  EHSs III in EH specialty housing programs  EHSs II in EH Countywide Housing program	Estimated cases: 150  The CLPP Program currently investigates complaints of unsafe work practices and tips of possible lead hazards that are provided during EBL investigations. These functions will be shared by the LHRC&EP Coordinator and staff. EH inspection staff in specialty programs and the Countywide Housing program will assist CLPPP staff as the workload demands.  Additionally, the LHRC&EP staff will follow up on lead hazards identified in multiple family dwellings to assess if re-exposure could occur and a database will track the environmental investigations for reporting purposes.
Added to 3.C:  Implement a program to reduce the opportunity for exposure to environmental lead hazards by investigating tips and complaints and by identifying lead hazards in pre-1978 multiple family dwellings where unsafe	Ongoing	At application	EHS IV  Chief EHSs in specialty housing programs and Countywide
			Using ERP procedures developed under Objective 1, investigate, resolve, and document tips and complaints.  The CLPP Program currently investigates complaints of unsafe work practices and tips of possible lead hazards. In addition, EH specialty housing programs and the Countywide Housing program will take a proactive approach to identifying environmental lead hazards. Whenever a housing inspection/investigation has been conducted at a dwelling unit or dwelling built



Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
lead work practices are observed, and responding to each as necessary with appropriate enforcement actions		Housing Program	before 1978 and violations are found or lead hazards identified and a report or notice is issued, a follow-up visit will be conducted to assure that lead-safe work practices are being implemented. Where a lead hazard has been identified and children present, a public health nurse will perform case finding activities that may include blood lead testing of affected individuals, and education of tenants and parents on lead poisoning. If, as a result of this PHN intervention, a new case is generated, the LHRC&EP Coordinator will coordinate the transfer of report to the CLPP Program for an EBL investigation. If no case is generated, DES staff will continue with enforcement actions, as necessary. For reporting SB 460 activities, the LHRC&EP Coordinator will be kept informed regarding any related information activity so as to maintain up-to-date information in the database that will be developed to track the environmental investigations.
3.D To protect lead poisoned children from additional exposure to environmental lead hazards and to verify the proper lead abatement procedures, use CLPPB-supplied procedures and forms	Ongoing		Using ERP procedures developed under Objective 1, investigate resolve, and document tips and complaints.  During FY 2004-2005 and 2005-2006, as requested by the Department, and using procedures and reporting templates provided by the Department, conduct onsite visits at lead abatement jobs where a child has been lead

Exhibit A, Attachment I  
Work Plan

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
(Exhibit A, Attachments III and IV) for verification that abatement workers are conducting activities as required by California Code of Regulations Title 17 Section 36000 and by Health and Safety Code Section 105251 to 105255, inclusive.			poisoned and provide reports to the Department. Complete and submit site visit reports within 48 hours of completion of site visit.

Objective 4: Provide semi-annual and annual progress reports to the Department.

Note: All references to "days" refer to calendar days.

TASK 4

Major Functions, Tasks, and Activities	Timeline	Responsible Party	Performance Measure and/or Deliverables
Provide semi-annual and annual progress to the Department.	January 31		Provide a semi-annual progress report on Tasks 1-3 covering activities in contract periods July 1 to December 31 of each contract period.
	July 31		Provide an annual progress report on Tasks 1-3 covering activities in contract periods July 1 to June 30 of each contract period.

**Exhibit A, Attachment II**  
**Required Elements of a Lead Hazard Reduction Enforcement Response**

**Procedures and Policy Document for Jurisdictions Receiving \$17,000 or More**

1. Statement of Scope of Jurisdiction, including cities, etc.
2. Statement of enforcement authority, including Health and Safety Code Sections 17961 and 17980, and new sections 105251 to 105256, including a statement that applicant has sufficient enforcement authority signed by the Director of Environmental Health, the County District Attorney, or equivalent.
3. Description of activities to be performed by all local agencies and local lead hazard enforcement leadpersons.
4. Description of policies and procedures for coordination, responsibilities, and referrals between local lead hazard enforcement agency leadpersons and the Lead Hazard Enforcement Coordinator.
5. A case investigation response policy for conducting follow-up enforcement activities whenever a child is lead poisoned, The policy should incorporate:
  - a. CLPPB Environmental Health on the Childhood Lead Poisoning Prevention Team, Interim Guidance (dated 8-98, and subsequent protocol and policy updates);
  - b. California Code of Regulations, Title 17, Sections 35001 to 36100 (inclusive) as appropriate; and
  - c. Applicable elements of Health and Safety Code §§ 1941.1, 17961, 17980, and 105251 to 105256 (inclusive), as appropriate.
6. An investigation and complaint response policy for determining the priority of, and response to, tips and complaints so that resources will be used to focus on the types of activities and locations that put children at risk for becoming lead poisoned. The policy should incorporate:
  - a. CLPPB Model Complaint Investigation Field Protocol (dated 2002);
  - b. California Code of Regulations, Title 17, Sections 35001 to 36100 (inclusive) as appropriate; and
  - c. Applicable elements of Health and Safety Code §§ 1941.1, 17961, 17980, and 105251 to 105256 (inclusive), as appropriate,
  - d. a description of the activities that will be performed,
  - e. designation of staff classifications that will receive and refer log complaints;
  - f. identification of qualified personnel (e.g., REHS, CIH, or certified I/A) within environmental health who will conduct field activities in response to a tip or complaint; and
  - g. record-keeping (recording tips and complaints as they are registered and documentation of actions taken).
7. If applicant anticipates gaps in enforcement authority, using progressive enforcement procedures, identify participating local enforcement agency partners (building departments, housing departments, environmental health agencies, health departments, and others), description of roles and responsibilities of each agency, and obtain letters of intent/support;
8. Plan for documentation of findings, including environmental testing and evidence gathering protocols;
9. A schedule of actions (including notice of violations, orders to abate, etc.), corrective actions, and fines and penalties.

Abatement – Permanent [ ] or Temporary [ ]				
Inspector Name and Agency:				
Inspector Address, Phone number, Fax number, and Email address:				
DHS Case Number (if applicable):				
Worksite Address:				
Company Name:				
Name of Primary Person Performing Work:				
Company Address:				
<u>Temporary or Permanent Abatement</u>				
(1) DHS Form 8551 Submitted, Access and Posting	Section	Yes	No	Notes
a) Department notified of abatement using DHS Form 8551	36100(c)(2)			
b) DHS Form 8551 delivered at least 5 days before (unless case)	36100(c)(2)			
c) DHS Form 8551 posted at work area entrances of abatement	36100(c)(1)			
(2) Inspection	Section	Yes	No	Notes
(a) Identification and presentation of credentials				
(b) Obtained Consent (note who gave consent)				
(c) Access granted to authorized enforcement agencies	36100 (d)			

(3) Using HUD Chapter 11 or 12 prohibited work practices during abatement	Section	Yes	No	Notes
a) Open flame burning or torching	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
b) Machine sanding or grinding without local Hepa Vacuum	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
c) Uncontained hydroblasting or high pressure wash	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
d) Abrasive blasting or sandblasting without local Hepa Vacuum	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
e) Using heat guns operating at temperatures above 1100°F	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
f) Using methylene chloride paint removal products	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
g) Dry scraping except for limited surface areas	36100 (a) (2) [perm] or 36100 (b) (1) [temp]			
(4) Inadequate or no containment possibly resulting in contamination of non-work areas	Section	Yes	No	Notes
a) Inadequate or non-existent containment	36100 (a) (3) [perm] or 36100 (b) (2) [temp]			
b) Visible containment of Property and/or adjacent property	36100 (a) (3) [perm] or 36100 (b) (2) [temp]			
(5) Temporary Abatement -- Additional Requirements	Section	Yes	No	Notes
a) Abatement conducted so that there is no lead contaminated dust when the work is completed?	36100 (b) (3)			

<b>Permanent Abatement Only -- Additional Requirements</b>				
<b>(6) Supervisor Present at Abatement site</b>	<b>Section</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
a) Onsite for prep and post abatement clean-up	36100(a)(1)			
b) Available by pager, phone or answering service, able to be present within two hours of the jobsite	36100(a)(1)			
<b>(7) Certification Issues</b>	<b>Section</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
(a) DHS Certificates available at job site				
(b) Performing permanent abatement without valid DHS Certification	36100(a)(1)			
<b>(8) Abatement Plan</b>	<b>Section</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
a) Prepared by certified supervisor, project monitor, or project designer	36100 (a) (4)			
b) Detailed written description of measures and management procedures, including containment, to prevent exposure to lead hazards	36100 (a) (4) (A) (1)			
c) Detailed written description of location, components and abatement methods	36100 (a) (4) (A) (2)			
d) Reinspection schedule recommendation based on type of abatement	36100 (a) (4) (A) (3)			
e) Instructions on maintaining lead hazards in a safe condition	36100 (a) (4) (A) (4)			
f) On site	36100 (a) (4) (B)			
<b>(9) Clearance (if applicable)</b>	<b>Section</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
a) If clearance completed, was it done in accordance with 36000 (a) and (c)(3) requirements?	36100 (a) (6)			(if yes, include name and cert. # of individual who conducted clearance)

Description of Property and Condition

Description of properties adjacent to work area (e.g., residential property with children under 6 years old or school?)

Project Scope of Work

Employee Name	Certification No.	Expiration Date	Work	Supv	Proj Mon	Notes

Comments and Observations

Follow Up Action:

Inspector Signature and Date:

## ABATEMENT OF LEAD HAZARDS NOTIFICATION

ducted to abate lead-based paint or lead hazards in or on this structure. For more information, please contact  
id/or agencies listed below.

## Structure Where Abatement of Lead-Based Paint or Lead Hazards is Scheduled

apartment number, if applicable)	City	County	ZIP code
----------------------------------	------	--------	----------

(check one box only)

elling ☐ Multi-family building ☐ Child-occupied facility ☐ Other (specify) \_\_\_\_\_

## Summary of Specific Work Areas Where Lead-Based Paint or Lead Hazards Will Be Abated

	Projected ending date
--	-----------------------

## Restrictions on Entering Work Area

and/or dates residents are not allowed to enter work areas, if applicable

## For more information, please contact the following:

or		Telephone number (      )	
	City	State	ZIP code

## Dual Conducting Abatement

	Telephone number (      )	DHS certification number	
	City	State	ZIP code

## Agency

Program telephone number

to be posted at all entrances to structure and mailed to the Department at:

Department of Health Services  
Lead Poisoning Prevention Branch

Street, No. 1801  
CA 94612  
622-5002



Exhibit B  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

Department of Health Services  
Childhood Lead Poisoning Prevention Branch (CLPPB)  
Attn: Romeo Rafol  
1515 Clay Street, Suite 1801  
Oakland, CA 94612

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

C. Invoices shall:

- 1) Be prepared on company letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize allowable costs for the billing period.
- 5) Upon signed approval of this agreement, the branch will provide a computer diskette, which will include an invoice format for each budget year and instructions, to the program coordinator. Be prepared in the format supplied by the State.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B  
Budget Detail and Payment Provisions

4. **Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) \$677,492 for the budget period of 02/01/04 through 06/30/04.
- 2) \$665,452 for the budget period of 07/01/04 through 06/30/05.
- 3) \$674,999 for the budget period of 07/01/05 through 06/30/06.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. **Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. **Allowable Line Item Shifts**

A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

E. Line item shift requests which are submitted by the Contractor for approval by the branch and which reflect changes in personnel must be accompanied by an updated "Personnel Supplement to the Budget Detail" (refer to paragraph 7, Additional Budget Detail).

Exhibit B  
Budget Detail and Payment Provisions

F. The Contractor shall prepare and submit line item shifts on the format provided by the branch. Upon signed approval of this agreement by the Contractor, the branch will provide a computer diskette, which will include a formatted form and instructions, to the program coordinator. The completed form will include:

- 1) An explanation that will justify the need for the proposed change.
- 2) Identification of the line item(s) in Exhibit B, Attachment I, II or III and the amount of each to be reduced or increased in order to provide for the proposed change.
- 3) Notice of the accounting period in which the change is to take place.
- 4) The signature of the program coordinator.

**7. Additional Budget Detail**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference:

- 1) "Budget Detail Sheet," as submitted by the Contractor in the Request for Application and approved by the CLPPB.
- 2) "Personnel Supplement to the Budget Detail" as submitted by the Contractor in the Request for Application and approved by the CLPPB.

B. Subsequent updates by the Contractor of the "Personnel Supplement to the Budget Detail" must be approved by the CLPPB.

Exhibit B, Attachment I  
Budget  
(Year 1)  
(02/01/04 through 06/30/04)

Personnel		\$177,033
Fringe Benefits		\$ 63,199
Operating Expenses		\$ 269,490
Equipment		\$ 31,875
Travel		\$ 11,250
Subcontracts		\$ 0
Other Costs		\$ 72,786
XRF Resourcing -	\$ 2,402	
Environmental Sampling -	\$64,000	
Personnel Radiation Monitoring Services -	\$ 6,384	
Indirect Costs (29.29% of Personnel)		\$ 51,859
	<b>Total</b>	<b>\$ <u>677,492</u></b>

Exhibit B, Attachment II  
Budget  
(Year 2)  
(07/01/04 through 06/30/05)

Personnel \$242,069

Fringe Benefits \$ 86,416

Operating Expenses \$ 55,250

Equipment \$119,908

<u>Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Safety Caps (Hard hats)	12	\$ 9.00	\$ 108.00
7700 Half mask Air Purifying Respirators	12	\$ 25.00	\$ 300.00
Respirator Filters	12	\$ 17.00	\$ 204.00
Tyvek suits (Box of 25)	12	\$ 130.00	\$ 1,560.00
Luggage carriers for XRF transport	12	\$ 60.00	\$ 720.00
Goggles	12	\$ 10.00	\$ 120.00
Justrite storage cabinets manual closing	12	\$ 683.00	\$ 8,196.00
XRF resourcing and maintenance	4	\$5,000.00	\$20,000.00
Laptop Computer	20	\$2,000.00	\$40,000.00
Portable Printer	20	\$ 500.00	\$10,000.00
Digital Camera	20	\$ 450.00	\$ 9,000.00
Desktop Computer (for downloading)	2	\$1,500.00	\$ 3,000.00
Tablet Computer and peripherals	10	\$2,000.00	\$20,000.00
Portable Printer	10	\$ 400.00	\$ 4,000.00
Maintenance or Repair	1	\$2,700.00	\$ 2,700.00

Travel \$ 15,000

Subcontracts \$ 0

Other Costs \$ 75,899

XRF Resourcing - \$ 5,835

Environmental Sampling - \$64,000

Personnel Radiation Monitoring Services - \$ 6,064

Indirect Costs (29.29% of Personnel) \$ 70,910

**Total \$ 665,452**

Exhibit B, Attachment III  
Budget  
(Year 3)  
(07/01/05 through 06/30/06)

Personnel					\$249,332
Fringe Benefits					\$ 89,009
Operating Expenses					\$ 65,400
Equipment					\$ 82,830
<u>Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>		
Desktop Computer (for downloading)	7	\$1,500.00	\$10,500.00		
Table Computer and peripherals	27	\$2,000.00	\$54,000.00		
Portable Printer	27	\$ 400.00	\$10,800.00		
Maintenance or Repair	1	\$7,530.00	\$ 7,530.00		
Travel					\$ 15,000
Subcontracts					\$ 0
Other Costs					\$100,390
XRF Resourcing -	\$30,326				
Environmental Sampling -	\$64,000				
Personnel Radiation Monitoring Services -	\$ 6,064				
Indirect Costs (29.29% of Personnel)					\$ 73,038
				<b>Total</b>	<b>\$ <u>674,999</u></b>

## Special Terms and Conditions

*(For State funded subvention, local assistance and direct service contracts and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "grant", "Grantee" and "Subgrantee" respectively.

### Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
4. Subcontract Requirements
5. Income Restrictions
6. Audit and Record Retention
7. Site Inspection
8. Intellectual Property Rights
9. Prior Approval of Training Seminars, Workshops, or Conferences
10. Confidentiality of Information
11. Documents, Publications and Written Reports
12. Dispute Resolution Process
13. Financial and Compliance Audit Requirements
14. Novation Requirements
15. Payment Withholds
16. Performance Evaluation
17. Officials Not to Benefit
18. Year 2000 Compliance
19. Prohibited Use of State Funds for Software
20. University of California Mutual Indemnification
21. Union Organizing
22. Contract Uniformity (Fringe Benefit Allowability)

## 1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from DHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from DHS.

## 2. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state funds.)

### a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 2. Paragraph c of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the



- Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.
- (2) All equipment purchases are subject to Paragraphs d through h of Provision 2. Paragraph b of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 2 by giving the Contractor no less than 30 calendar days written notice.

### 3. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state funds.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 3, the definitions in Provision 2, Paragraph a shall apply.

All equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement and not fully consumed in performance of this agreement shall be considered state equipment and the property of DHS.

- (1) DHS requires the reporting, tagging and annual inventorying of all equipment and/or miscellaneous property that is furnished by DHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, the Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHS according to the instructions appearing on the form or issued by the DHS program contract manager.
- (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.

- (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHS program contract manager.

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under this agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

#### **Automobile Liability Insurance**

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.

- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
  - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

#### 4. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or university from any State,
    - (c) A Joint Powers Authority,

- (d) An auxiliary organization of a California State University or a California community college,
  - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Entities of any type that will provide subvention aid or direct services to the public,
  - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- (4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- b. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- (1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 17.

## 5. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor

under this agreement shall be paid by the Contractor to DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS under this agreement.

## 6. Audit and Record Retention

(Applicable to agreements over \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
  - (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

## 7. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 8. Intellectual Property Rights

### a. Ownership

- (1) Except where DHS has agreed in a signed writing to accept a license; DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.



e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

(2) DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

#### g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### i. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

## 9. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

## 10. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

## 11. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## 12. Dispute Resolution Process

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
  - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons

therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division funding this agreement or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated by DHS, dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.

### 13. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$300,000 or more in Federal awards, the Contractor agrees to obtain an annual single,

organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$300,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
  - e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

#### 14. Novation Requirements

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHS will initiate an amendment to this agreement to formally implement the approved proposal.

#### 15. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this agreement, DHS may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHS receives a final report that meets the terms, conditions and/or scope of work requirements of this agreement.

**16. Performance Evaluation**

(Not applicable to grant agreements.)

DHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

**17. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

**18. Year 2000 Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHS or if IT equipment is procured.)

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this agreement are "Year 2000 Compliant." For the purposes of this agreement, a good or services is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**19. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**20. University of California Mutual Indemnification**

(Applicable only to agreements entered with the Regents of the University of California or a University of California campus under its jurisdiction.)

- a. The State and the Regents of the University of California shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either the State or the Regents of the University of California.
- b. It should be expressly understood that the obligations hereunder shall be conditioned upon this contract being one that falls within the purview of Section 895 of the Government Code.

## 21. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

## 22. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

## f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See f Provision (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

## (a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

## (b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

## (c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.



**Exhibit E**  
**Additional Provisions**

**1. Additional Incorporated Exhibits**

A. The following additional exhibits are attached, incorporated herein, and made a part of hereof by this reference:

1) Exhibit H	Contractor Equipment Purchased with DHS Funds	2 pages
2) Exhibit I	Inventory/Disposition of DHS-Funded Equipment	2 pages
3) Exhibit J	Glossary of CLPPB Related Acronyms and Terms	4 pages

B. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by DHS, as required by program directives. DHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. DHS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) DHS Accredited Training Provider List
- 2) Lead Inspector / Assessor Certificate Eligibility Requirements
- 3) Schematic 1: Enforcement Activities When a Child Meets Case Definition
- 4) Schematic 2: Investigating Complaints of Lead Hazards in Housing
- 5) Schematic 3: Responses to Public Complaints of Unsafe Work Practices
- 6) CLPPB Model Complaint Investigation Field Protocol (dated 2002)\*  
\* To obtain a draft or if there are questions, please contact Ginger Reames, [greames@dhs.ca.gov](mailto:greames@dhs.ca.gov).

**2. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**3. Cancellation/Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**Exhibit E**  
Additional Provisions

**4. Freeze Exemptions**

(Applicable only to local government agencies.)

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

## Contractor's Release

### Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

### Submission of Final Invoice

Pursuant to contract number 03-76025 entered into between the State of California Department of Health Services (DHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

### Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

### Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

### Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

### Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): Los Angeles County

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

DHS Distribution:    Accounting (Original)    Program    CMU contract file

**Travel Reimbursement Information**  
**Effective October 1, 2001**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
  - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
<u>Counties of Alameda, San Francisco, San Mateo, and Santa Clara.</u>	<u>\$140.00 plus tax</u>

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 34 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 37 cents per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

#### Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>• Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>• Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

## CONTRACTOR EQUIPMENT PURCHASED WITH DHS FUNDS

Current Contract Number: 03-76025

Previous Contract Number (if applicable):

Contractor's Name: Los Angeles County

Complete Address: 5555 Ferguson Drive, Room 210-02

Commerce, CA 90023

Telephone Number: (323) 869-7182

Contractor's Contact Person: John Kaddis

Date Current Contract Expires: June 30, 2006

DHS Program Name: CLPPB

DHS Program Contract Manager: Doug Wisman

DHS Program Address: 1515 Clay Street, Suite 1801

Oakland, CA 94612

DHS Program Contract Manager's Telephone Number: (510) 622-4944

Date of this Report:

(THIS IS NOT A BUDGET FORM)

[illegible]

## INSTRUCTIONS FOR HAS 1203

(Please read carefully.)

The information on this form will be used by the Department of Health Services (DHS) Asset Management Unit to track Contractor equipment and miscellaneous property which is purchased with DHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time DHS equipment and/or miscellaneous property has been received, the DHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to the DHS Asset Management Unit. The DHS Program Contract Manager is responsible for ensuring that the information is complete and accurate. (See "Special Terms and Conditions" and *Health Administrative Manual*, Section 2-1000 et seq.)

Upon receipt of this form from the DHS Program Contract Manager, the DHS Asset Management Unit will fill in the assigned state/DHS property tag number, if applicable, for each item. Asset Management will return the original form to the DHS Program Contract Manager, along with the appropriate property tags. The DHS Program Contract Manager will then forward the property tags to the Contractor. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front, left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the DHS warehouse and was issued a property tag by warehouse staff, fill in the tag number. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, serial number, and base unit cost for each item of:
  - A. **Major Equipment:**
    - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
    - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).These items are issued green numbered state/DHS property tags.
  - B. **Minor Equipment:** Tangible item having a base unit cost less than \$5,000, with a life expectancy of one (1) year or more, and listed on DHS Asset Management Unit's Minor Equipment List. (A Minor Equipment List can be obtained by calling the DHS Asset Management Unit at the telephone number in number 6 below.) These items are issued green numbered state/DHS property tags.
  - C. **Miscellaneous Property:** Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, portable dictators, nondigital cameras). These items are issued a green, unnumbered state/DHS property tag. NOTE: It is DHS policy not to tag modular furniture.
3. Provide the DHS Purchase Order (STD. 65) number if the items were purchased by DHS. For all items, provide the date of purchase.
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number.
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3"). The DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management Unit, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.
6. Property tags that have been lost or destroyed must be replaced and can be obtained by contacting the DHS Asset Management Unit at (916) 650-0124.

## INVENTORY/DISPOSITION OF DHS-FUNDED EQUIPMENT

Current Contract Number: 03-76025

Previous Contract Number (if applicable):

Contractor's Name: Los Angeles County

Complete Address: 5555 Ferguson Drive, Room 210-02

Commerce, CA 90023

Contractor's Contact Person: (323) 869-7182

Contact's Telephone Number: John Kaddis

Date Current Contract Expires: June 30, 2006

DHS Program Name: CLPPB

DHS Program Contract Manager: Doug Wisman

DHS Program Address: 1515 Clay Street, Suite 1801

Oakland, CA 94612

DHS Program Contract Manager's Telephone Number: (510) 622-4944

Date of this Report:

(THIS IS NOT A BUDGET FORM)

[illegible]



## INSTRUCTIONS FOR HAS 1204

(Please read carefully.)

The information on this form will be used by the Department of Health Services (DHS) Asset Management Unit to: (a) conduct an annual inventory of DHS equipment and property in the possession of the Contractor and/or Subcontractors; and (b) dispose of these same items. Report all items, per number 1 below, purchased with DHS funds and used to conduct state business under this contract. (See "Special Terms and Conditions" and *Health Administrative Manual*, Section 2-1000 et seq.)

The Contractor is responsible for completing this form and submitting it to the DHS Program Contract Manager. The DHS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to the DHS Asset Management Unit.

**Inventory:** List all DHS equipment and miscellaneous property on this form and submit it within 30 days prior to the one-year anniversary of the contract's effective date. If applicable, the annual inventory should be based on previously submitted HAS 1203s, "Contractor Equipment Purchased with DHS Funds." DHS Asset Management Unit will contact the DHS Program Contract Manager if there are any discrepancies.

**Disposal:** (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The HAS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of: (a) during the term of this contract; and (b) 60 calendar days before the termination of this contract. After receipt of this form, the DHS Asset Management Unit will contact the DHS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the State/DHS property tag number, quantity, description, serial number, and base unit cost for each item of:
  - A. Major Equipment: **(These items were issued green numbered state/DHS property tags.)**
    - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
    - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).
  - B. Minor Equipment: **(These items were issued green numbered state/DHS property tags.)**
    - Tangible item having a base unit cost less than \$5,000, with a life expectancy of one (1) year or more, and listed on DHS Asset Management Unit's Minor Equipment List. (A "Minor Equipment List" can be obtained by calling the DHS Asset Management Unit at the number listed below.)
  - C. Miscellaneous Property: **(These items were issued a green, unnumbered state/DHS property tag.)**
    - Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, pocket dictators, nondigital cameras; *modular furniture excluded*.)
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number.
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3").
4. The DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management Unit, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.

For more information on completing this form, call the DHS Asset Management Unit at (916) 650-0124.

**Exhibit J**  
**Glossary of CLPPB Related Acronyms and Terms**

**Appropriate case management** - Health care referrals, environmental assessments, and educational activities performed by the appropriate person, professional, or entity, necessary to reduce a child's exposure to lead and the consequences of the exposure, as determined by the United States Centers for Disease Control, or as determined by the department pursuant to Health and Safety Code Section 105300.

**ATSDR** – Agency for Toxic Substances and Disease Registry

**Case closure** - Case management is concluded and a case is closed because:

- 1) Two blood levels indicate less than 10ug/dL or,
- 2) One of the following has occurred
  - a. The lead-poisoned child moved without a forwarding address
  - b. The lead-poisoned child's family refused follow-up
  - c. The lead-poisoned child was referred to another health jurisdiction
  - d. The Contractor received no response from the health care provider
  - e. Other

**BLL** – Blood Lead Level

**BPb** – Blood Lead

**Branch- The Branch** – A term used in place of CLPPB or Childhood Lead Poisoning Prevention "Branch".

**Case definition** - Two blood lead level test results, taken at least 30 days apart, that are equal to or greater than 15 ug/dL or one blood lead level test result equal to or greater than 20ug/dL in a child from 0 to 21 years of age.

**CBLS** – Childhood Blood Lead Surveillance

**CBO** – Community Based Organization

**CCAO** – City and County Attorney Offices

**CCS** – California Children Services

**CDC** – Centers for Disease Control and Prevention

**CDBGP** - Community Development Block Grant Program

**CHDP** – Child Health and Disability Prevention Program

**CIH** – Certified Industrial Hygienist

**CLIA** – Clinical Lab Improvement Act

**CLPPB** - Childhood Lead Poisoning Prevention Branch

**CLPPB Program Letter** – A document that has been dated, numbered, and issued by the CLPPB that establishes policy and clarifies regulatory or contractual requirements.

**CLPPP** - Childhood Lead Poisoning Prevention Program (the program within a local jurisdiction)

**CMSS** - Care Management Surveillance Section

**CMU** - Contract Management Unit

Exhibit J  
Glossary of CLPPB Related Acronyms and Terms

**Contractor** – The local Lead Hazard Reduction Compliance and Enforcement Program (LHRC and EP) that has contracted with the Childhood Lead Poisoning Prevention Branch (CLPPB).

**DEODC** - Division of Environmental Occupational and Disease Control Division

**Department – The Department** - A term used in place of DHS or “Department of Health Services.”

**DES** – District Environmental Services

**DHHS** – Department of Health and Human Services

**DHS** - Department of Health Services

**EBL** – Elevated blood lead level

**EHIB** – Environmental Health Investigation Branch

**Environmental Investigation** – An exposure assessment of the home, primary residence, or other location of a child with an elevated blood lead level that meets case definition, conducted by an REHS, to identify the sources of exposure to lead in the child’s environment, and to recommend measures both during and after the investigation to reduce or eliminate exposures identified (CLPPB Program Letter 98-14).

**EPA** – Environmental Protection Agency

**EPSDT** – Early and Periodic Screening Diagnosis and Treatment (CHDP in California).

**EPSDT-SS** – Those additional medically necessary services available to full scope Medi-Cal beneficiaries under the age of 21 years. The services must be medically necessary to correct or ameliorate a defect, physical or mental illness, or a condition. These services are accessed through screening, referral or routine visits. (Title 22 California Code of Regulation Sections 51242, 51340.1, and 51532.2).

**Hct / Hgb** – Hematocrit / Hemoglobin

**HCFA** – Health Care Financing Services Administration

**HHS** – Health and Human Services (Department of Health Services).

**HIPAA** – Health Insurance Portability and Accountability Act

**HISS** – Health Information Services Section (of CLPPB).

**HRSA** – Health Resources & Services Administration

**HUD** - Housing & Urban Development

**HWDC** – Health and Welfare Data Center

**IEHS** – Industrial Environmental Health Specialist

**ILHREA** - Interagency Lead Hazard Reduction Enforcement Agency

**LACHD** – Los Angeles City Housing Department

Exhibit J  
Glossary of CLPPB Related Acronyms and Terms

**Lead Inspector/Assessor** – An individual who has received a certificate from the Department of Health Services as a “certified lead inspector/assessor” in accordance with Section 35001 *et seq.*, of Title 17 of the California Code of Regulations.

**LHRC and EP** – Lead Hazard Reduction Compliance and Enforcement Program

**Lead Poisoned Child** – A child with a venous blood lead level of 10 ug/dL or greater.

**Lead Poisoning Follow-Up Form** – The form used to document essential demographic, medical, social and environmental information about the lead poisoned child, the child’s family, and environment. (CLPPB Program Letter 98-02).

**LHRS** – Lead Hazard Reduction Section (of CLPPB)

**LIHEAP** - Low Income Home Energy Assistance Program

**MCH** – Maternal and Child Health

**MCLP** – Medi-Cal Lead Program.

**MOU** - Memoranda of Understanding

**NHANES** – National Health and Nutrition Exam Survey

**O & E**- Outreach and Education

**OEHHA** – Office of Environmental Health Hazard Assessment

**OHB** - Occupational Health Branch

**OLHC** - Office of Lead Hazard Control

**OLPPP** – Occupational Lead Poisoning Prevention Program

**OSHA** – Occupational Health and Safety Act (also see Cal-OSHA)

**OSS** – Operational Support Section (administrative services of contracts, budgets and invoice processing within CLPPB).

**PDSS** - Program Development and Support Section (of CLPPB).

**PERS** – Program Evaluation and Research Section (of CLPPB).

**PHN** – **Public Health Nurse**, a person licensed and certified in accordance with California Business and Professions Code Sections 2725 *et seq.*, and 2816 *et seq.*

**PR - Progress Report** - A bi-annual report required of the LHRC and EPs, submitted to the CLPPB, to be used in the evaluation of all aspects of progress at the local program level.

**PRRF** - Progress Report Response Form

**RA** – Research Assistant

Exhibit J  
Glossary of CLPPB Related Acronyms and Terms

RASSCLE – Response and Surveillance System for Childhood Lead Exposures

RD – Registered Dietician

REHS - Registered Environmental Health Specialist, a professional person, educated and trained as an environmental specialist and who is registered in accordance with Health and Safety Code Division 104, Chapter 4, Article 1, Section 106615 *et seq.*

RFA - **Request for Application** – document and reference to the process by which the local LHRC and EP will apply for a contract with the CLPPB.

SC – CLPPB Section Chief

SLAB – State Lead Advisory Board

SOW - Scope of Work

TEC - travel expense claim (form)

USDA – U. S. Department of Agriculture

WIC – Women, Infants and Children. A special supplemental nutrition and education program for low-income pregnant women, women who are breast feeding, and young children within the state of California.

WNL – Within normal limits

ug – Microgram, which is one millionth of a gram

ug/dL – micrograms per deciliter-used to indicate the amount of lead in blood.

XRF (XRF Instrument) - X-ray fluorescence instrument. A portable radiation instrument that provides on-site quantitative readings of lead in paint, dust, and soil.

The following items discussed at the 3/25 LDTF meeting involve DHS/EH: 1. Jim Noyes proposed that the Process Work Group (Conal McNamara) work with involved departments to prepare a thorough analysis of sources and uses of funds for work performed for land development projects. This will become the basis to determine the revised fee structure for the Land Development Management Agency (LDMA) and assist in developing an annual LDMA budget that could provide some additional revenue to departments for certain work performed that is not fully offset by fees or draw down funds. **Conal will be contacting your department to initiate this process.** 2. Conal will be setting a meeting with your department shortly to begin finalizing the standard conditions of approval with appropriate trigger mechanisms. David Dijkstra Chief Administrative Office Voice (213) 974-4283 Fax (213) 633-5085